Cherryland Electric Cooperative – "2025 Photo Contest" Sweepstakes

Official Rules NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

ENTRANT MUST BE A CHERRYLAND ELECTRIC COOPERATIVE MEMBER IN GOOD STANDING.

- 1. Eligibility: Cherryland Electric Cooperative "2025 Photo Contest" Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Entrant must be a Cherryland Electric Cooperative Member in good standing. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's (as defined below) decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prizes are contingent upon fulfilling all requirements set forth herein. Amateur photographers only. No professional photos will be considered.
- 2. Sponsor: Cherryland Electric Cooperative Cooperative, P.O. Box 298, Grawn, MI 49637. Administrator: Cherryland Electric Cooperative Cooperative, P.O. Box 298, Grawn, MI 49637.
- 3. Timing: The Sweepstakes begins on October 1, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on September 20, 2025, at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 4. How to Enter: During the Promotion Period, you can enter the Sweepstakes through the application on the "Photo Contest" page on the Cherryland Electric Cooperative website. Follow the links and instructions to upload a photo you have taken. Complete and submit the entry form including a valid email address. You will automatically receive one (1) entry into the Sweepstakes. Limit: You may enter one (1) time each month during the Promotion Period. Each month, a selection of photos will be entered into the grand prize drawing. The selection includes the photo that received the most votes that month and up to nine (9) additional photos chosen by the Sponsor.

To remain eligible to win the prize, you must remain a member in good standing during the Promotion Period, the grand prize drawing, and the winner confirmation process. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: The Administrator will select the potential Sweepstakes winner from all eligible entries received during the Promotion Period following the close of the Sweepstakes. The potential winner will be notified by email, or phone by Sponsor. Potential winner must respond to Sponsor within seven (7) days of the date notice or attempted notice is sent with a valid home address (no P.O. boxes permitted) in order to claim the prize. If the potential winner cannot be contacted, does not respond in a timely manner to Sponsor with a valid home address, or the prize is returned as undeliverable, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate

drawings will be held, after which the prize will remain un-awarded. The prize will be received as a credit towards the household's Cherryland Electric Cooperative account.

- 6. Prizes: GRAND PRIZE: Awarded in December of 2025: a credit in the amount of the balance of the household's Cherryland Electric Cooperative account up to \$200. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 7. Release: By the receipt of any prize, winner agrees to release and hold harmless Cherryland Electric Cooperative, Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- 8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes: (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to

obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

- 12. Entrant's Personal Information: Information collected from entrants is subject to Cherryland Electric Cooperative's Privacy Policy.
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